

In re:) Chapter 11
Delphi Corporation, et al.)
) Case No. 05-44481 (RDD)
) (Jointly Administered)

Response to 13th Omnibus Objection to Claims by Delphi Corporation, *et al*; Sierra Liquidity Fund, LLC (Assignee); Schaefer Systems International, Inc. (Assignor), Claim No. 2696

from: Sierra Liquidity Fund, LLC (Assignee); Schaefer Systems International, Inc. (Assignor), Claim No. 2696, 2699 White Road, Ste. 255, Irvine, CA 92614, (949) 660-1144, ext. 17, fax: 949-660-0632, saugust@sierrafunds.com, tgarza@sierrafunds.com

to: Chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004

Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel)

Counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606 (Attn: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese)

re: Sierra Liquidity Fund, LLC (Assignee); Schaefer Systems International, Inc. (Assignor), Claim No. 2696

date: Friday, May 4th, 2007

Sierra Liquidity Fund, LLC ("Sierra") has received the Debtor's 13th Omnibus Objection to claims requesting that the above claim in the amount of \$15,234.88 be reduced and modified on the basis that the claim and asserted liability are overstated pursuant to the Debtor's books and records.

Sierra Liquidity Fund, LLC (Assignee) and Schaefer Systems International, Inc. (Assignor) ("Schaefer") Object to this Objection.

1. Please find attached sufficient documentation supporting the filed Proof of Claim # 2696 in an amount of \$15,234.88.
2. Upon review of the filed Proof of Claim and supporting documentation, we dutifully request that Debtors and the Court allow Claim # 2696 for the full filed amount of \$15,234.88 as liquidated and undisputed.
3. To expedite this matter, we suggest a Stipulation Agreement be prepared for the amount of \$15,234.88 and sent immediately to Sierra's attention for signature.
4. Copies of the following have been enclosed with this response: The Notice of 13th Omnibus Objection to Claim # 2696, the transfer agreement executed between Sierra Liquidity Fund, LLC (Assignee/Transferee) and Schaefer Systems International, Inc. (Assignor), Proof of Claim # 2696 as originally filed by Sierra Liquidity Fund, LLC as Assignee and Attorney-In-Fact for Schaefer Systems International, Inc. (Assignor) and the supporting documentation requested for claim # 2696 evidencing the amount of \$15,234.88 owed on Claim # 2696 filed by Sierra Liquidity Fund, LLC; Assignor: Schaefer Systems International, Inc. The supporting documents in Proof of Claim # 2696 include Invoices, Purchase Orders, Packing Slips and Proof of Deliveries.
5. Sierra and Schaefer see no basis on behalf of the Debtor for the proposed reduction and modification of Claim # 2696, as the supporting claim documentation (Invoices, Purchase Orders, Packing Slips and Proofs of Deliveries) clearly show a preponderance of evidence that the claim in the amount of \$15,234.88 remains due and owing as a valid unpaid pre-petition unsecured claim.
6. Sierra and Schaefer do not object to the proposed Modified Debtor for which Claim # 2696 is against.

Please contact any of the following at your earliest convenience to resolve the objection.

Sierra Liquidity Fund, LLC Assignee and Attorney-In-Fact for Schaefer Systems International, Inc.

Scott August
949-660-1144, ext. 17
saugust@sierrafunds.com

Tammy Garza
949-660-1144 ext. 22
tgarza@sierrafunds.com

Jim Riley
949-660-1144 ext. 16
jriley@sierrafunds.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al. :
: Debtors. (Jointly Administered)
:
-----x

NOTICE OF OBJECTION TO CLAIM

Schaefer Systems International & Sierra Liquidity Fund:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your "Claims," as such term is defined in 11 U.S.C. § 101(5), identified in the table below should be disallowed and expunged or modified as summarized in that table and described in more detail in the Debtors' Thirteenth Omnibus Objection To Certain Claims (the "Thirteenth Omnibus Objection"), a copy of which is enclosed (without exhibits). The Debtors' Thirteenth Omnibus Objection is set for hearing on May 31, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED THIRTEENTH OMNIBUS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 24, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Thirteenth Omnibus Objection identifies five different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claims" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

The Claim identified as having a Basis For Objection of "Untimely Insufficiently Documented Claim" is a Claim that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim, and also was not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And

Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

Claims identified as having a Basis For Objection of "Books and Records Claims" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books and Records Claims" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Protective Insurance Claims" are those Claims that were filed to protect against future rejection damages that could arise if the Debtors ultimately reject an executory insurance contract pursuant to section 365 of the Bankruptcy Code.

The Claim identified as having a Basis For Objection of "Books and Records Insurance Claim" is a Claim that asserts a liability or a dollar amount that the Debtors have determined is not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Claims" are those Claims that were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Untimely Tax Claims" are those Claims filed by taxing authorities that were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject to Modification" are those Claims (a) that the Debtors have determined were overstated, and/or (b) with respect to which the Debtors seek to appropriately re-classify the total amount remaining, and/or (c) with respect to which the Debtors seek to specify the appropriate Debtor by case number.

Claims identified as having a Basis For Objection of "Tax Claims Subject to Modification" are those Claims that (a) state the incorrect amount, and/or (b) were filed and docketed against the wrong Debtors, and/or (c) incorrectly assert secured or unsecured priority status.

Claims identified as having a Basis For Objection of "Claims Subject to Modification and Reclamation Agreement" are those Claims in which the claimant asserted a reclamation demand and the Debtors and the claimant have entered into a letter agreement (the "Reclamation Letter Agreement") pursuant to which the Debtors and the claimant agreed upon the valid amount of the reclamation demand, subject to the Debtor's right to seek, at any time and notwithstanding the claimant's agreement to the amount set forth in the Reclamation Letter Agreement, a judicial determination that certain reserved defenses with respect to the reclamation demand are valid.

Date Filed	Claim Number	Asserted Claim Amount ¹	Basis For Objection	Treatment Of Claim		
				Correct Debtor	Modified Amount	Modified Nature
38826	5/19/1907	\$15,234.88	Claims Subject to Modification	05-44640	\$1,174.00	General Unsecured

If you wish to view the complete exhibits to the Thirteenth Omnibus Objection, you can do so at www.delphidocket.com. If you have any questions about this notice or the Thirteenth Omnibus Objection to your Claim, please contact Debtors' counsel by e-mail at delphi@skadden.com, by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a Claim or the filing of a Claim should be directed to Claims Agent at 1-888-249-2691 or www.delphidocket.com. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), APPLY TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO THE DEBTORS' OBJECTION AS SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES ORDER IS INCLUDED HEREWITH. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Thirteenth Omnibus Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (Prevailing Eastern Time) on May 24, 2007. Your Response, if any, to the Thirteenth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the Claim; (iii) a concise statement setting forth the reasons why the Claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon

¹ Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated.

which you will rely in opposing the claims objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the Claim; (v) to the extent that the Claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such Claim upon liquidation of the Claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the Claim.

If you properly and timely file and serve a Response in accordance with the procedures described above, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the May 31, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on May 31, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO ACCEPT SUCH AMOUNT PROVISIONALLY AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. IF NO RESPONSES TO THE THIRTEENTH OMNIBUS OBJECTION ARE TIMELY FILED AND SERVED IN ACCORDANCE WITH THE PROCEDURES SET FORTH HEREIN AND IN THE CLAIMS OBJECTION PROCEDURES ORDER, THE BANKRUPTCY COURT MAY ENTER AN ORDER SUSTAINING THE THIRTEENTH OMNIBUS OBJECTION WITHOUT FURTHER NOTICE OTHER THAN NOTICE OF THE ENTRY OF SUCH AN ORDER AS PROVIDED IN THE CLAIMS OBJECTION PROCEDURES ORDER. Thus, your failure to respond may forever bar you from sustaining a claim against the Debtors.

Transfer of Claim

Delphi Corporation, Delphi Automotive Systems, LLC, et al.

This agreement (the "Agreement") is entered into between Schaefer Systems International ("Assignor") and Sierra Liquidity Fund, LLC or assignee ("Assignee") with regard to the following matters:

1. Assignor in consideration of the sum of \$15,234.88 **the current amount outstanding on the Assignor's trade claim** (the "Purchase Price"), does hereby transfer to Assignee all of the Assignor's right, title and interest in and to all of the claims of Assignor, including the right to amounts owed under any executory contract and any respective cure amount related to the potential assumption and cure of such a contract (the "Claim"), against Delphi Corporation, Delphi Automotive Systems, LLC, et al. (affiliates, subsidiaries and other related debtors) (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court of New York, Southern District, in the current amount of not less than \$15,234.88 **[insert the amount due, which shall be defined as "the Claim Amount"]**, and all rights and benefits of the Assignor relating to the Claim including, without limitation, Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruments, cure payments, and other property which may be paid or issued by the Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment is an absolute and unconditional assignment of ownership of the Claim, and shall not be deemed to create a security interest.
2. Assignee shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. If the Bar Date for filing a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
6. In the event that the Claim is disallowed, reduced, subordinated, or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights thereunder. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to take such reasonable further action, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on

account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of cash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.

10. The terms of this Agreement shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

11. Assignor hereby acknowledges that Assignee may at any time further assign the Claim together with all rights, title and interests of Assignee under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

12. This contract is not valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Transferee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

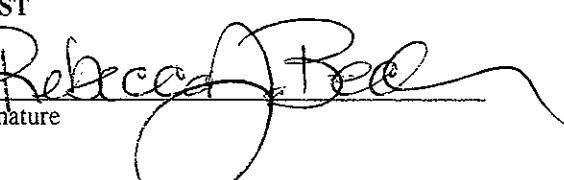
If you have filed a Proof of Claim please check here: _____

Please include invoices, purchase orders, and/or proofs of delivery that relate to the claim.

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

IN WITNESS WHEREOF, the undersigned **Assignor** hereto sets his hand this 18 day of January, 2005. 2006.

ATTEST

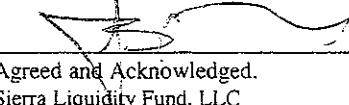
By 
Signature

Rebecca J. Beck, Credit Manager
[Print Name and Title]

704-944-4500 ✓ 5528
Phone Number

Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al.
2699 White Rd, Ste 255, Irvine, CA 92614
949-660-1144 x17; fax: 949-660-0632 jrliley@sierrafunds.com
1/3/06

Schaefer Systems International, Inc.
Name of Company
10021 Westlake Drive
Street Address
Charlotte, NC 28273
City, State & Zip
704-588-1862 general@ssimail.net
Fax Number Email


Agreed and Acknowledged.
Sierra Liquidity Fund, LLC

United States Bankruptcy Court Southern District Of New York		PROOF OF CLAIM This Space For Court Use Only
Name of Debtor Delphi Corporation & Delphi Automotive Systems, LLC	Case Number 05-44481 & 05-44640	
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</p> <p>Name of Creditor (The person or other entity to whom the debtor owes money or property): <i>Schaefer Systems Internat'l & Sierra Liquidity Fund</i></p> <p>Name and Address where notices should be sent: Sierra Liquidity Fund 2699 White Road - Suite 255 Irvine, CA 92614</p> <p>Telephone Number: 949-660-1144 x 17</p>		
<p><input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p><input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.</p> <p><input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.</p>		
This Space For Court Use Only		
Last four digits of account or other number by which creditor identifies debtor:	<p>Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated: _____</p>	
<p>1. Basis for Claim</p> <p><input checked="" type="checkbox"/> Goods sold</p> <p><input type="checkbox"/> Services performed</p> <p><input type="checkbox"/> Money loaned</p> <p><input type="checkbox"/> Personal injury/wrongful death</p> <p><input type="checkbox"/> Taxes</p> <p><input type="checkbox"/> Other</p>	<p><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)</p> <p><input type="checkbox"/> Wages, salaries, and compensation (fill out below)</p> <p>Last four digits of your SS #: _____</p> <p>Unpaid compensation for services performed from _____ to _____ (date) (date)</p>	
2. Date debt was incurred: <i>Various</i>	3. If court judgment, date obtained:	
<p>4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed.</p> <p>See reverse side for important explanations.</p> <p>Unsecured Nonpriority Claim \$15,234.88</p> <p><input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.</p> <p>Unsecured Priority Claim.</p> <p><input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority</p> <p>Amount entitled to priority \$ _____</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).</p>		
<p>Secured Claim.</p> <p><input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).</p> <p>Brief Description of Collateral:</p> <p><input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____</p> <p>Value of Collateral \$ _____</p> <p>Amount of arrearage and other charges <u>at time case filed</u> included in secured claim, if any: \$ _____</p>		
<p>5. Total Amount of Claim at Time Case Filed: \$ <i>15,234.88</i></p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.</p>		
<p>6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p>7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p>		
Date: <i>4/13/06</i>	<p>Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <i>J.S. RILEY</i></p>	
<p><i>XS</i></p> <p><i>Penalty for preventing fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</i></p>		

SCHAEFER SYSTEMS INTERNATIONAL, INC.

P.O. BOX 7009
CHARLOTTE, NC 28241-7009
Phone: 704.944.4500 Fax 704.588.1862

www.ssi.schaefer-us.com

INVOICE

SOLD TO: 238666
DELPHI AUTOMOTIVE SYSTEMS
DO NOT MAIL

ANDERSON, IN 46013

SHIP TO:
DELPHI AUTOMOTIVE SYS (223)
DO NOT MAIL
760 JERSEY AVE
TERRY DODD P:317-579-2931
NEW BRUNSWICK, NJ 08902

INVOICE NO: PARA111786
DATE: 8/18/2005
DATE DUE: 10/12/2005

SALES ORDER #: **PSLA108154**
BOL#: BAX 7184225

PURCHASE ORDER NO.			F.O.B. POINT		SHIP VIA		TERMS	
JBS91519			Origin		BAX Global		2ND DAY 2ND MO	
UOM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION	UNIT PRIC	EXT. PRICE
EA	1	1,000.0	1,000.0		0.0	LABELT.PPL PURPLE TOYOTA LABEL	0.14	140.00

Pack Slip Nos: PPSA111883

Misc. Charges: \$0.00

NJ Sales Tax: \$0.00

Tooling/Services Total: \$0.00

Shipping/Handling: \$0.00

Discount: \$0.00

Comments:
THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH
NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM
SPECIFICATIONS.

SHIP VIA: SEE DELPHI ROUTING LETTER

CONTACT: TERRY DODD

P:317-579-2931

F:317-579-2931

PER GREG 8/12@3:16: "CUSTOMER IS TO GET THE SAME LABEL AS
PREVIOUS ORDER".

TMMC LABELS:

Invoice Total: \$140.00

Any account not paid by the end of the month following the month of billing will be subject to a finance
charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This
is equivalent to an annual percentage rate of 18%.

SCHAEFER SYSTEMS INTERNATIONAL, INC.

P.O. BOX 7009
CHARLOTTE, NC 28241-7009
Phone: 704.944.4500 Fax 704.588.1862

www.ssi.schaefer-us.com

INVOICE

SOLD TO: 238666
DELPHI AUTOMOTIVE SYSTEMS
DO NOT MAIL

ANDERSON, IN 46013

SHIP TO:
DELPHI AUTOMOTIVE SYS (223)
DO NOT MAIL
760 JERSEY AVE
TERRY DODD P:317-579-2931
NEW BRUNSWICK, NJ 08902

INVOICE NO: PARA111786
DATE: 8/18/2005
DATE DUE: 10/12/2005

SALES ORDER #: PSLA108154
BOL#: BAX 7184225

PURCHASE ORDER NO.		F.O.B. POINT		SHIP VIA		TERMS	
JBS91519		Origin		BAX Global		2ND DAY 2ND MO	
JOM LINE	PO	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI DESCRIPTION	UNIT PRIC EXT. PRICE

PURPLE W/WHT TEXT THAT READS:

C
OCD 7293A DPHNJ

CUSTOMER REQUEST SHIP AS SOON AS POSSIBLE

INFORM THEM WHEN READY TO SHIP

SHIP TO PLANT SPECIFIED VEA DELPHI TRAFFIC INSTRUCTIONS LETTER. IF
NO LETTER ON FILE CALL 1-800-805-9433. NOTE DELPHI E&C HAS A
CONSIGNEE BILLING AGREEMENT WITH UPS. CALL 1-800-742-5877 FOR
INQUIRIES. DO NOT USE PPA.

Any account not paid by the end of the month following the month of billing will be subject to a finance
charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This
is equivalent to an annual percentage rate of 18%.

PACKING SLIP

Schaefer Systems International
PO Box 7009
Charlotte, NC 28241
www.ssi.schaefer-us.com

PO Number:	JBS91519
Ship Terms:	COL

SHIP TO:
DELPHI AUTOMOTIVE SYS (223)
DO NOT MAIL
760 JERSEY AVE
TERRY DODD P:317-579-2931

SOLD TO: 238666
DELPHI AUTOMOTIVE SYSTEMS
DO NOT MAIL

NEW BRUNSWICK, NJ 08902

ANDERSON, IN 46013

Ship Contact:

PACKING SLIP NUMBER	DATE	SHIP VIA	FREIGHT BILL NO		
PPSA111883	8/17/2005	BAX Global	BAX 7184225		
SALE ORDER NO	PART NO.	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED
PSLA108154	LABELT.PPL	1	1,000.000	0.000	1,000.000
			PURPLE TOYOTA LABEL		0.000

Entered by: JLOVE

S/O Comments:

THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH NON-RETURNABLE
AND NON-CANCELABLE DUE TO CUSTOM SPECIFICATIONS.

SHIP VIA: SEE DELPHI ROUTING LETTER

MANIFEST: EWR 05235223

BAX GLOBAL
DELIVERY MANIFEST

DATE: 08/23/05
TIME: 0840
PAGE 1 OF 1

CARTAGE CO: 000 J.P. BROS TRUCKING
DRIVER: 005 ALEX GOMEZ

REPRINT

AIRBILL #	CONSIGNEE	SHIPPER	PIECES	WEIGHT
ATW 351517655 17 VERONICA AVE SOMERSET REF 98040974	STULL TECHNOLOGIES P CMT <i>Greg Weers</i>	ORBIS MENASHA WI 2D 08/19	1	52 GTD
SFO 4080250 125 BELMONT DR SOMERSET REF 1689318	JP MORGAN CHASE BANK P CMT <i>NJ 08873</i>	SUN MICROSYSTEMS SP CA SD-08/15	2	126
IAH 63334200 1 RIVERVIEW DR SOMERSET REF .	THE DOW CHEMICAL COM P CMT <i>NJ 08873</i>	DOW CHEMICAL TX ND-08/22	2	126
CLT 7185827 760 JERSEY AVE NEW BRUNSWICK REF JBS91519	DELPHI E BATTERY PLT C CMT <i>NJ 08901</i>	S S I SCHAEFER NC SD-08/19	1	2
MSN 80393886 104 GEORGES RD BLDG 105-E NEW BRUNSWICK REF 0041786654	BRISTOL MYERS P CMT <i>NJ 08901</i>	THERMO ELECTRON SCI WI 2D 08/19	1	286 GTD
BDL 353056281 604 ALLISON ROAD PISCATAWAY REF 628589	RUTGERS UNIVERSITY P CMT <i>NJ 08854</i>	FISHER SCIENTIFIC MA SD-08/19	1	28
		TIME 1:30 RCVD BY <i>C. Starak</i>	5	
		TIME 1:50 RCVD BY <i>B Nowakowski</i>	6	

TOTAL SHIPMENTS = 6 TOTAL PIECES = 8 TOTAL WEIGHT = 620

FREIGHT RCVD _____ TIME _____ TOTAL AGENT CHARGES _____

APPROVED _____

MONIES AND RECEIPTS BY _____ TIME _____ DATE APPROVED _____

START MILEAGE _____ END MILEAGE _____ ELASPED MILEAGE _____

CHAEFER SYSTEMS INTERNATIONAL, INC.

O. BOX 7009
CHARLOTTE, NC 28241-7009
Phone: 704.944.4500 Fax 704.588.1862
www.ssi.schaefer-us.com

INVOICE

SOLD TO: 300307
DELPHI AUTOMOTIVE SYSTEMS
250 NORTHWOODS BLVD
P.O. BOX 5051 - MC #146

VANDALIA, OH 45377

INVOICE NO: PARA111441
DATE: 6/10/2005
DATE DUE: 08/04/2005

SHIP TO:
DELPHI AUTOMOTIVE SYSTEMS
1900 BILLY MITCHELL BLVD
BLDG B

BROWNSVILLE, TX 78521

SALES ORDER #: PSLA107754
BOL#: MF4-00729

PURCHASE ORDER NO.			F.O.B. POINT		SHIP VIA		TERMS	
FDS81942			Origin		Customer Arranged Carrier		2ND DAY 2ND MO	
OM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION	UNIT PRIC	EXT. PRICE
EA		2,124.0	96.0	2,028.0	0.0	AF241507.XABL2 24X15X7" SOLID TEXTURED BOTTOM PRA12185 001	5.94	570.24
EA		4,248.0	192.0	4,056.0	0.0	PLACARD.C0001 4.5" X 6.5" PLACARD (PX-11) PRA12185 001	0.34	65.28

Pack Slip Nos: PPSA111511

Misc. Charges: \$0.00

TX Sales Tax: \$0.00

Tooling/Services Total: \$0.00

Shipping/Handling: \$0.00

Discount: \$0.00

Comments:

Invoice Total: \$635.52

PRA12185 001= AF241507.XABL2 W/2 PLACARDS AND 2 HOT STAMPS PER CONTAINER

THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.

CHAEFER SYSTEMS INTERNATIONAL, INC.

O. BOX 7009
HARLOTTE, NC 28241-7009
hone: 704.944.4500 Fax 704.588.1862
www.ssi.schaefer-us.com

INVOICE

SOLD TO: 300307
DELPHI AUTOMOTIVE SYSTEMS
250 NORTHWOODS BLVD
P.O. BOX 5051 - MC #146

VANDALIA, OH 45377

INVOICE NO: PARA111441
DATE: 6/10/2005
DATE DUE: 08/04/2005

SHIP TO:
DELPHI AUTOMOTIVE SYSTEMS
1900 BILLY MITCHELL BLVD
BLDG B

BROWNSVILLE, TX 78521

SALES ORDER #: **PSLA107754**
BOL#: MF4-00729

PURCHASE ORDER NO.		F.O.B. POINT		SHIP VIA		TERMS		
FDS81942		Origin		Customer Arranged Carrier		2ND DAY 2ND MO		
ITEM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION	UNIT PRIC	EXT. PRICE

SPECIFICATIONS.

PPRA108562-MFGCLT
CALL DELPHI LOGISTICS 248-655-0904
CONTACT: SANDRA GEBBELE
P: 937-356-2028
F: 937-356-2550

ERICK CANTU 915-612-8028 FAX

AF CONTAINER WILL BE ROYAL BLUE W/2 PLACARDS ON 15" SIDES AND
2/WHT HOT STAMPS ON THE 24" SIDES THAT READ:
DELPHI THERMAL & INTERIOR
RETURN TO CMM, 16879765

ny account not paid by the end of the month following the month of billing will be subject to a finance
large of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This
equivalent to an annual percentage rate of 18%.

PARA111441

PACKING SLIP
Schaefer Systems International
PO Box 7009
Charlotte, NC 28241
www.ssi.schaefer-us.com

PO Number:	FDS81942
Ship Terms:	COL

SHIP TO:
DELPHI AUTOMOTIVE SYSTEMS
1900 BILLY MITCHELL BLVD
BLDG B

SOLD TO: 300307
DELPHI AUTOMOTIVE SYSTEMS
250 NORTHWOODS BLVD
P.O. BOX 5051 - MC #146

BROWNSVILLE, TX 78521

VLANDALIA, OH 45377

Ship Contact:

PACKING SLIP NUMBER		DATE	SHIP VIA	FREIGHT BILL NO	
PPSA111511		6/6/2005	Customer Arranged Carrier	MF4-00729	
SALE ORDER NO	PART NO.	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED
PSLA107754	AF241507.XABL2	1	2,124.000	2,028.000	96.000
			24X15X7" SOLID TEXTURED BOTTOM		0.000
	PRA12185 001				
PSLA107754	PLACARD.C0001	1	4,248.000	4,056.000	192.000
			4.5" X 6.5" PLACARD (PX-11)		0.000
	PRA12185 001				
	2 EACH ATTACHED TO AF241507.XABL2				

Entered by: SSTOVER

S/O Comments:

PRA12185 001= AF241507.XABL2 W/2 PLACARDS AND 2 HOT STAMPS PER CONTAINER
THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH
NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM SPECIFICATIONS.

PPRA108562-MFGCLT

CALL DELPHI LOGISTICS 248-655-0904 *wrong # 248-0904*

CONTACT: SANDRA GEBBELE

P: 937-356-2028

F: 937-356-2550

ERICK CANTU 915-612-8028 FAX

AF CONTAINER WILL BE ROYAL BLUE W/2 PLACARDS ON 16" SIDES AND 2/WHT HOT
STAMPS ON THE 24" SIDES THAT READ:
DELPHI THERMAL & INTERIOR
RETURN TO CMM, 16879765

Centrifal Transpor
2 SKIDS - 559² - C250
12/22/07
12/22/07

All goods are shipped at buyer's risk. Any damage must be noted on the freight carrier's delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI assumes no responsibility for goods received damaged.

Page Number: 1

282-505733-6

SHIPPER LABEL

PARA 111441

CARRIER NAME <i>Central Transport #472392.</i>	DATE <i>06.10.05</i>	P.O. NO. <i>PSCA 107754</i>	SHIPPER NO. <i>MF4-00729</i>
CONSIGNEE (TO) <i>Delphi Automotive Systems</i>	SHIPPER/CONSIGNOR (FROM) SCHAEFER SYSTEM INTERNATIONAL		
STREET <i>Blodg B 1900 Billy Mitchell Blvd.</i>	STREET <i>BUILDING 4 10301 WESTLAKE DRIVE</i>		
CITY, STATE, ZIP <i>Brownsville, TX 78521</i>	CITY, STATE, ZIP <i>CHARLOTTE, NC 28273</i>		

PHONE NO. *18 # FDS81942*

CUSTOMERS SPECIAL REFERENCE INFORMATION

NUMBER SHIPPING UNITS	Kind of Packaging, Description of Articles, Special Marks and Exceptions	NMFC NO.	CLASS	WEIGHT (LBS) (SUBJECT TO CORRECTION)
2 SKIDS	<i>96-4F24157.YABL2 192 - PLACARD. C0001</i>		250	569
2 SKIDS	MUST CALL 24 HOURS PRIOR TO DELIVERY FOR APPOINTMENT TIME			TOTAL WEIGHT
TOTAL PIECES				

FREIGHT CHARGES:
(Check Proper Box)

Prepaid
 Collect
 Third Party →

BILL FREIGHT CHARGES TO

SPECIAL INSTRUCTIONS

MAILING ADDRESS

CITY, STATE, ZIP

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding,

Subject to section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of the shipment without payment of freight, and all other lawful charges.

PER

(SIGNATURE OF CONSIGNOR)

The agreed value on household goods or personal effects does not exceed 25¢ per lb. per article, unless otherwise specified.

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION."

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification of the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER SCHAEFER SYSTEM INTERNATIONAL	CARRIER <i>2CTI TR# 472392</i>
AUTHORIZED SIGNATURE <i>Markay Silver</i>	AUTHORIZED SIGNATURE <i>Markay Silver</i>
DATE <i>6-10-05</i>	DATE <i>6-10-05</i>
NUMBER OF PIECES RECEIVED <i>25kids</i>	

1 SHIPPER

PURCHASE

PAGE

DELPHI CORPORATION
DELPHI T&I-VANDALIA OPERATION
250 NORTHWOODS BLVD.
P.O. BOX 5051
VANDALIA, OH
45377-5051

SHIP TO:
VENDOR NUMBER 14-733-1342
SCHAFFER SYSTEMS INTERNATIONAL
TO:
10021 WESTLAKE DR
PO BOX 7009
CHARLOTTE NC
28241

05-4481-14481-1
This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips.
Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

INVOICING NOT REQUIRED FOR DELPHI T&I - DIV. OFFICE.	PAYMENTS ARE GENERATED FROM RECEIPT OF GOODS AND SERVICES.
TERMS NOTED ON ORDER.	US

This order is not binding until accepted. Acceptance should be executed on acknowledgement copy which should be returned to Buyer.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final
agreement between Buyer and Seller and no other agreement or understanding, oral or written, may be binding.
Any modification of this order must be in writing and signed by Buyer's authorized representative.
If Government Contract Number is shown hereon, additional terms and conditions
Attached hereto apply.

PAYMENT TERMS		NET 2ND DAY OF 2ND MONTH		SHIPPING POINT		SHIP VIA BESTWAY		TIME	
ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE
00001	2124	PRA12185 001	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY	USD DOLLAR (UNITED STATES)		05/25/05 N	0.00%	614,060.88	6,6200
			STRAIGHT WALL CONTAINER. CONTAINER COLOR: ROYAL BLUE. OUTSIDE DIMENSION: 24" X 15" X 7.5" THE BOTTOM SHOULD BE FLAT IN THE INSIDE AND THE OUTSIDE SHOULD BE HONEYCOMB. TWO WHITE HOT-STAMPS ON THE 24 SIDES WITH PROVIDED INFORMATION. DELPHI-KENNEDY GROUP PLACARDS ON THE 15" SIDE. WHO ORDERED: KB/E. CANTU			5.94		5,342 placards 1,342 placards 6.62	6.05 as of 6/1/05 ,34x2 revised on way

FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING
PAYMENT, CALL
KARYN BLAKELY ON 248-655-0804

fax: 810-50

ALL FREIGHT BILLS INCLUDING 3RD PARTY BILLING TO:
DELPHI THERMAL AND INTERIOR DATA 2 LOGISTICS
P O BOX 9115, NORWOOD, MA 02062-9115
FOR SHIPPING FOB DESTINATION AND CARRIER SEE ABOVE
OR CALL DELPHI LOGISTICS 248-655-0904
*****SALES AND USE TAX EXEMPTION*****
DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO
ALL SHIPPED TO LOCATIONS WITHIN THE STATES LISTED
BELOW. DELPHI CORPORATION LLC ("DELPHI")
HOLDS DIRECT PAY AUTHORITY WITH THESE STATES. AS A

05/29/07 Entered 06/01/07 11:15:11
Pg 19 of 22
S GEBELE
DF Buyer
S GEBELE
Purchasing Agent
Scilla G.
8145

5,342 for placards
.34x2 for placards
6.05 per Brian 5/4 @ 4:15

SCHAEFER SYSTEMS INTERNATIONAL, INC.

P.O. BOX 7009
CHARLOTTE, NC 28241-7009
Phone: 704.944.4500 Fax 704.588.1862

www.ssi.schaefer-us.com

INVOICE

SOLD TO: 238552
DELPHI AUTOMOTIVE SYSTEMS
DO NOT MAIL INVOICE

SHIP TO:
DELPHI CHASSIS SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
GATE 4/ PLANT 11/ WOODMAN DRIVE

GRAND RAPIDS, MI 49509

KETTERING, OH 45420

INVOICE NO: HARA143958
DATE: 6/9/2005
DATE DUE: 08/03/2005

SALES ORDER #: HSLA141145
BOL#: 592 555 095

PURCHASE ORDER NO.			F.O.B. POINT		SHIP VIA		TERMS	
DCS08913			Ship Point		BAX Global		2ND DAY 2ND MO	
UOM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION	UNIT PRIC	EXT. PRICE
EA		400.0	400.0		0.0	LF060503.0BL1 LF211.BLU.E -- OPEN FRONT CONTAINER 6X5X3 PR026147 001	1.24	496.00
EA		400.0	400.0		0.0	LFDC.060503TR1 DC211.E -- DUSTCOVER FOR LF211.E NEW STY. PR026147 002	1.20	480.00

Pack Slip Nos: HPSA148720

Comments:

Misc. Charges:	\$0.00
OH Sales Tax:	\$0.00
Tooling/Services Total:	\$0.00
Shipping/Handling:	\$0.00
Discount:	\$0.00

Invoice Total: \$976.00

ITEM ID: LF060503.0BL1 = PRO26147 001
LFDC.060503TR1 = PRO26147 002

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.

To: Rebecca

1 pg

PACKING SLIP

Schaefer Systems International
 PO Box 7009
 Charlotte, NC 28241
 www.ssi.schaefer-us.com

PO Number:	DCS08913
Ship Terms:	CPU

SHIP TO:
 DELPHI CHASSIS SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 GATE 4/ PLANT 11/ WOODMAN DRIVE

SOLD TO: 238552
 DELPHI AUTOMOTIVE SYSTEMS
 DO NOT MAIL INVOICE

KETTERING, OH 45420

GRAND RAPIDS, MI 49509

Ship Contact:
 Ship Phone:

PACKING SLIP NUMBER	DATE	SHIP VIA	FREIGHT BILL NO			
HPSA148720	6/8/2005	Customer Arranged Carrier				
SALE ORDER NO	PART NO	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED	BACK ORD.
HSLA141145	LF060503.0BL1	1	400.000	0.000	400.000	0.000
		LF211.BLU.E -- OPEN FRONT CONTAINER 6X5X3				
		LOCATION: 16110101				
	PR026147 001					
HSLA141145	LFDC.080503TR1	1	400.000	0.000	400.000	0.000
		DC211.E -- DUSTCOVER FOR LF211.E NEW STY.				
		LOCATION: 26100301				
	PR026147 002					

Entered by: ASEGOVIA

S/O Comments:

DELPHI E & EM CALL 800-805-9433 FOR ROUTING INSTRUCTIONS

ITEM ID: LF060503.0BL1 = PR026147 001

LFDC.080503TR1 = PR026147 002

ENTIRE ORDER MUST SHIP COMPLETE

call 1-800-CALL BAX when packed
 per story @ above #
 handles Delphi Orders under 150# 2 Boxes
 24x17x42
 wt 40.1bs

Box # 674 8532
 Rebecca
 Act # not required
 for col.

1 Box 24x17x46
 wt 52.16

All goods are shipped at buyer's risk. Any damage must be noted on the freight carrier's delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI assumes no responsibility for goods received damaged.

Date/Time Printed 6/8/2005 4:27:28 PM

Page Number: 1

Picked by: VB

Loaded by: _____

Inspected by: CB

Wanda Stover
704-944-4576

MANIFEST: DAY 05162212

704 358 1840

T-158 P-001/001 F-873

Page 22 of 22

BAX GLOBAL
DELIVERY MANIFESTCARTAGE CO: 011 THE EXPEDITING CO., INC.
DRIVER: 300 DAYTON EASTDATE: 06/13/05
TIME: 0928
PAGE 1 OF 1

AIRBILL #	CONSIGNEE	SHIPPER	PIECES	WEIGHT
CLT 592555095 WOODMAN DR KETTERING REF DCS08913	DELPHI C KETTERING OH 45420 CMT 17	S S I SCHAEFER NC SD-06/05	3	132 AGT CHGS . C
SDF 222602586 WOODMAN DR KETTERING REF PTA NORMAL	DELPHI C KETTERING OH 45420 CMT	FREUDENBERG-NOK IN ND-06/10	3	104 AGT CHGS . C
ELP 474947845 WOODMAN DR KETTERING REF PTA NORMAL	DELPHI C KETTERING OH 45420 CMT	DELPHI C FINISHED G TX ND-06/10	1	16 AGT CHGS . C
PHL 685263771 WOODMAN DR KETTERING REF 057420	DELPHI C KETTERING OH 45420 CMT	TOPCRAFT PRECISION PA SD-06/10	2/ 5	50 AGT CHGS . C
STL 702401746 WOODMAN DR KETTERING REF PTA NORMAL	DELPHI C KETTERING OH 45420 CMT	SINCLAIR & RUSH MO ND-06/10	1	51 AGT CHGS . C
ORD 688438505 WOODMAN DR KETTERING REF PTA NORMAL	DELPHI C KETTERING OH 45420 CMT	A T F IL SD-06/10	1	35 AGT CHGS . C
				RCVD BY
				TIME

Bay Global
Kelly PartHGLA
41145
HARA
143958

TOTAL SHIPMENTS = 17 TOTAL PIECES = 16 TOTAL WEIGHT = 388

FREIGHT RCVD 162 TIME 9:20 TOTAL AGENT CHARGES _____

MONTES AND RECEIPTS BY _____ TIME _____ APPROVED _____

START MILEAGE _____ END MILEAGE _____ ELAPSED MILEAGE _____

CHAEFER SYSTEMS INTERNATIONAL, INC.

O. BOX 7009
HARLOTTE, NC 28241-7009
Phone: 704.944.4500 Fax 704.588.1862
www.ssi.schaefer-us.com

INVOICE

SOLD TO: 300307
DELPHI AUTOMOTIVE SYSTEMS
250 NORTHWOODS BLVD
P.O. BOX 5051 - MC #146

VANDALIA, OH 45377

SHIP TO:
DELPHI AUTOMOTIVE SYSTEMS
1900 BILLY MITCHELL BLVD
BLDG B

BROWNSVILLE, TX 78521

INVOICE NO: PARA111440
DATE: 6/10/2005
DATE DUE: 08/04/2005

SALES ORDER #: **PSLA107754**
BOL#: MF4-00728

PURCHASE ORDER NO.		F.O.B. POINT		SHIP VIA		TERMS		
FDS81942		Origin		Customer Arranged Carrier		2ND DAY 2ND MO		
ITEM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION	UNIT PRIC	EXT. PRICE
EA		2,124.0	2,028.0		96.0	AF241507.XABL2 24X15X7" SOLID TEXTURED BOTTOM PRA12185 001	5.94	12,046.32
EA		4,248.0	4,056.0		192.0	PLACARD.C0001 4.5" X 6.5" PLACARD (PX-11) PRA12185 001	0.34	1,379.04

Pack Slip Nos: PPSA111510

Misc. Charges: \$0.00

TX Sales Tax: \$0.00

Tooling/Services Total: \$0.00

Shipping/Handling: \$0.00

Discount: \$0.00

Invoice Total: \$13,425.36

PRA12185 001= AF241507.XABL2 W/2 PLACARDS AND 2 HOT STAMPS PER
CONTAINER

THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH
NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM

Any account not paid by the end of the month following the month of billing will be subject to a finance
charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This
is equivalent to an annual percentage rate of 18%.

CHAEFER SYSTEMS INTERNATIONAL, INC.

P. BOX 7009
HARLOTTE, NC 28241-7009
hone: 704.944.4500 Fax 704.588.1862
www.ssi.schaefer-us.com

INVOICE

SOLD TO: 300307
DELPHI AUTOMOTIVE SYSTEMS
250 NORTHWOODS BLVD
P.O. BOX 5051 - MC #146

VANDALIA, OH 45377

INVOICE NO: PARA111440
DATE: 6/10/2005
DATE DUE: 08/04/2005

SHIP TO:
DELPHI AUTOMOTIVE SYSTEMS
1900 BILLY MITCHELL BLVD
BLDG B

BROWNSVILLE, TX 78521

SALES ORDER #: **PSLA107754**
BOL#: MF4-00728

PURCHASE ORDER NO.		F.O.B. POINT		SHIP VIA		TERMS	
FDS81942		Origin		Customer Arranged Carrier		2ND DAY 2ND MO	
JOM LINE	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI DESCRIPTION	UNIT PRIC EXT. PRICE

SPECIFICATIONS.

PPRA108562-MFGCLT
CALL DELPHI LOGISTICS 248-655-0904
CONTACT: SANDRA GEBBELE
P: 937-356-2028
F: 937-356-2550

ERICK CANTU 915-612-8028 FAX

AF CONTAINER WILL BE ROYAL BLUE W/2 PLACARDS ON 15" SIDES AND
2/WHT HOT STAMPS ON THE 24" SIDES THAT READ:
DELPHI THERMAL & INTERIOR
RETURN TO CMM, 16879765

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.

PACKING SLIP

Schaefer Systems International
PO Box 7009
Charlotte, NC 28241
www.ssi.schaefer-us.com

PARA 111440

X	PO Number:	FDS81942
	Ship Terms:	COL

SHIP TO:
DELPHI AUTOMOTIVE SYSTEMS
1900 BILLY MITCHELL BLVD
BLDG B

SOLD TO: 300307
DELPHI AUTOMOTIVE SYSTEMS
250 NORTHWOODS BLVD
P.O. BOX 5051 - MC #146

BROWNSVILLE, TX 78521

VANDALIA, OH 45377

Ship Contact:

PACKING SLIP NUMBER		DATE	SHIP VIA	FREIGHT BILL NO	
	PPSA111510	6/6/2005	Customer Arranged Carrier	MF4-00728	
SALE ORDER NO	PART NO.	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED
PSLA107754	AF241507.XABL2	1	2,124.000	0.000	2,028.000
	PRA12185 001		24X15X7" SOLID TEXTURED BOTTOM		96.000
PSLA107754	PLACARD.C0001	1	4,248.000	0.000	4,056.000
	PRA12185 001		4.5" X 6.5" PLACARD (PX-11)		192.000
			2 EACH ATTACHED TO AF241507.XABL2		

Entered by: SSTOVER

S/O Comments:

PRA12185 001= AF241507.XABL2 W/2 PLACARDS AND 2 HOT STAMPS PER CONTAINER
THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT THIS ORDER IS BOTH
NON-RETURNABLE AND NON-CANCELABLE DUE TO CUSTOM SPECIFICATIONS.

PPRA108562-MFGCLT

CALL DELPHI LOGISTICS 248-655-0004 W/long #

CONTACT: SANDRA GEBBELE

P: 937-356-2028

F: 937-356-2550

ERICK CANTU 915-612-8028 FAX

AF CONTAINER WILL BE ROYAL BLUE W/2 PLACARDS ON 15" SIDES AND 2/WHT HOT
STAMPS ON THE 24" SIDES THAT READ:
DELPHI THERMAL & INTERIOR
RETURN TO CMM, 16879765

CHL # UNIVSTAR 248.305.550
248.305.550 X23

26 SKIDS-11326-C250

All goods are shipped at buyer's risk. Any damage must be noted on the freight carrier's
delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI
assumes no responsibility for goods received damaged.

Page Number: 1

PARA 111440

CARRIER NAME LANDSTAR # 732357		DATE 06.10.05	P.O. NO. PSA 107754	SHIPPER NO. MF4- 00723
CONSIGNEE (TO) DELCHI AUTOMOTIVE SYSTEMS		SHIPPER/CONSIGNOR (FROM) SCHAEFER SYSTEM INTERNATIONAL		
STREET Blvd B		STREET BUILDING 4		
CITY, STATE, ZIP Brownsville, TX 78521		CITY, STATE, ZIP 10301 WESTLAKE DRIVE		
CHARLOTTE, NC 28273				

PHONE NO. **1-800-334-7357** CUSTOMERS SPECIAL REFERENCE INFORMATION**PO # 70581942**

NUMBER SHIPPING UNITS	Kind of Packaging, Description of Articles, Special Marks and Exceptions	NMFC NO.	CLASS	WEIGHT (LBS) (SUBJECT TO CORRECTION)
26SKIDS	2028-AF241507.X4BLZ 4058- PLACARD.00001		250	11326
26SKIDS	MUST CALL 24 HOURS PRIOR TO DELIVERY FOR APPOINTMENT TIME			11326
OTAL PIECES				TOTAL WEIGHT

FREIGHT CHARGES:
(Check Proper Box)

<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Collect	<input type="checkbox"/> Third Party 
----------------------------------	---	--

BILL FREIGHT CHARGES TO

SPECIAL INSTRUCTIONS

MAILING ADDRESS

CITY, STATE, ZIP

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the
value or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding,

Subject to section 7 of the conditions, if this shipment is to be delivered to the consignee without
recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of the shipment without payment of freight, and all other lawful charges.

PER

(SIGNATURE OF CONSIGNOR)

he agreed value on household goods or personal effects does not exceed 25¢ per lb. per article, unless otherwise specified.

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED AND ARE IN
ROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION."

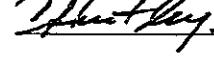
RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted
contents and condition of contents of packages unknown), marked consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this
contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route,
otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to
destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and
conditions in the governing classification of the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by
the shipper and accepted for himself and his assigns.

SHIPPER

SCHAEFER SYSTEM INTERNATIONAL

AUTHORIZED SIGNATURE

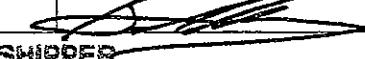


CARRIER



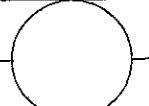
732357

AUTHORIZED SIGNATURE



DATE

1 SHIPPED

NUMBER OF PIECES RECEIVED 

SCHAEFER SYSTEMS INTERNATIONAL, INC.

DELPHI PROTOTYPE OPERATIONS
DO NOT MAIL INVOICE
3900 HOLLAND ROAD

ACCOUNT : 301010
STATEMENT DATE : 10/10/2005

SAGINAW, MI 48601

STATEMENT OF ACCOUNT
up to 10/10/05 (Based on Due Date)

<i>Invoice No.</i>	<i>Desc</i>	<i>Invoice Date</i>	<i>Cust. PO.</i>	<i>Due Date</i>	<i>Debits</i>	<i>Credits</i>	<i>Balance</i>					
HARA146884 092205 100505	INV CHK CHK	9/19/2005 9/30/2005 10/10/2005	S3S32850	11/13/2005	\$198.00	\$140.00 \$53.61 \$86.39	\$58.00					
				Customer Totals:	\$198.00	\$140.00	\$58.00					
				Customer Adjusted Totals:		\$140.00	\$58.00					
0 -	30			31 -	45	46 -	60	61 -	90	91- above	Balance \$58.00	Adjusted \$58.00

SCHAEFER SYSTEMS INTERNATIONAL, INC.

P.O. BOX 7009
CHARLOTTE, NC 28241-7009
Phone: 704.944.4500 Fax 704.588.1862

www.ssi.schaefer-us.com

INVOICE

SOLD TO: 301010
DELPHI PROTOTYPE OPERATIONS
DO NOT MAIL INVOICE
3900 HOLLAND ROAD

SAGINAW, MI 48601

INVOICE NO: HARA146884
DATE: 9/19/2005
DATE DUE: 11/13/2005

SHIP TO:
DELPHI PROTOTYPE OPERATIONS
2975 NODULAR DRIVE

SAGINAW, MI 48601

SALES ORDER #: **HSLA143845**
BOL#: 1Z2847X00341088272

PURCHASE ORDER NO.			F.O.B. POINT		SHIP VIA		TERMS	
S3S32850			Ship Point		UPS Consignee Billing		2ND DAY OF 2ND MONTH	
UOM	PO LINE	QTY. ORD.	QTY. SHIP.	PREV. SHIP.	BACK ORD.	PART # SSI (PART # CUSTOMER) DESCRIPTION	UNIT PRIC	EXT. PRICE
EA		50.0	50.0		0.0	EK050304.BL1 EK111 -- INSERT TRAY 5.4X3.4X4.4	1.20	60.00
EA		50.0	50.0		0.0	EK060505.BL1 EK112 -- INSERT TRAY 6.4X5.4X4.4	2.76	138.00

Pack Slip Nos: HPSA151960

Comments:

<i>Misc. Charges:</i>	\$0.00
<i>MI Sales Tax:</i>	\$0.00
<i>Tooling/Services Total:</i>	\$0.00
<i>Shipping/Handling:</i>	\$0.00
<i>Discount:</i>	\$0.00

Invoice Total: **\$198.00**

PR428867 001 = EK050304.BL1
PR428867 002 = EK060505.BL1

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.

PACKING SLIP

Schaefer Systems International
PO Box 7009
Charlotte, NC 28241
www.ssi.schaefer-us.com

PO Number:	S3S32850
Ship Terms:	CON

SHIP TO:
DELPHI PROTOTYPE OPERATIONS
2975 NODULAR DRIVE

SOLD TO: 301010

DO NOT MAIL INVOICE
3900 HOLLAND ROAD

SAGINAW, MI 48601

SAGINAW, MI 48601

Ship Contact:

Ship Phone:

PACKING SLIP NUMBER		DATE	SHIP VIA	FREIGHT BILL NO	
	HPSA151960	9/15/2005	UPS Consignee Billing		
SALE ORDER NO	PART NO.	REL NO	QTY. ORDERED	PREV. SHIPPED	QTY. SHIPPED
HSLA143845	EK050304.BL1	1	50.000	0.000	50.000
			EK111 -- INSERT TRAY 5.4X3.4X4.4		
			LOCATION: 37010101		
HSLA143845	EK060505.BL1	1	50.000	0.000	50.000
			EK112 -- INSERT TRAY 6.4X5.4X4.4		
			LOCATION: 37020101		

Entered by: ASEGOVIA

S/O Comments:

PR428867 001 = EK050304.BL1

PR428867 002 = EK060505.BL1

****ENTIRE ORDER MUST SHIP COMPLETE****

2847X0 SEP 19, 2005 HCT WT 39.7 BPK 1
SERVICE GND/COM BILL WT 70
TRACKING# 122847X00341088272
REF 1: HSLA143845
REF 2: S3S32850

HANDLING CHARGE \$0.00
REFERENCE RATE CHARGES: SERVICE \$CB\$
IV \$0.00 COD \$0.00 RS \$0.00
DC \$0.00 HZMT \$0.00 SD \$0.00
AH \$0.00 NTFY \$0.00 SP \$0.00
TOT REF CHG \$14.55 REF+HANDLING \$14.55

All goods are shipped at buyer's risk.

delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI
assumes no responsibility for goods received damaged.

Date/Time Printed 9/15/2005 9:26:36 AM

Page Number: 1

Picked by: JS

Loaded by: _____

Inspected by: GD

QIP-05



DELIVERY NOTIFICATION

Dear Customer,

This is in response to your request for delivery information concerning the shipment listed below.

Tracking Number: 1Z 284 7X0 03 4108 827 2
Reference Number(s): S3S32850, HSLA143845, S3S32850, HSLA143845
Service Type: GROUND
Package Weight: 39.60 Lbs
Shipped or Billed on: Sep 19, 2005
Delivered on: Sep 21, 2005 11:13 A.M.
Delivered to: 2975 NODULAR DR
Signed by: SAGINAW, MI, US 48601
VIEAU

Location: RECEIVER

Thank you for giving us this opportunity to serve you.

Sincerely,
United Parcel Service

Tracking results provided by UPS: Oct 10, 2005 9:15 A.M. Eastern Time
(USA)

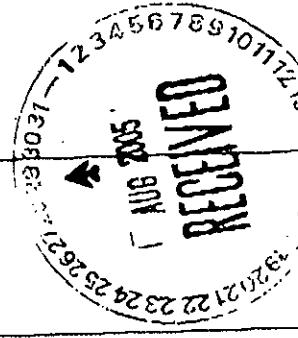
DELPHI**143842****[DELPHI] SAGINAW STEERING SYS.****SHIP TO:
3900 HOLLAND RD.
SAGINAW MI
48601****10 PGS
To: Resecc****[DELPHI] PROTOTYPE OPERATIONS****US
2975 NODULAR DR
SAGINAW MI
48601****VENDOR NUMBER 14-733-1342
[SCHAFFER SYSTEMS INTERNATIONAL]
TO: PO BOX 7009
10021 WESTLAKE DR
CHARLOTTE NC
28241**

05-44481-rdd Doc 8145 File 05/29/07 Entered 06/01/07 11:15:11 Main Document

P 32 of 32

ORDER: S3S32850**This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.****(2) copies of your packing slip must accompany each shipment and
Item Identification Numbers) must be shown on Packing Slips and
Invoices.****Do not Declare Valuation of Express Shipments or Insure Parcel
Post.****Invoice After Accounts Payable
Purchasing Agent****PHONE: 989-757-3404****J MIKOLEIZIK
Buyer****ORDER DATE 08/22/05****ALTERATION ISSUE DATE****ALTERATION EFFECTIVE
DATE****SHIP VIA
BESTWAY****DESTINATION UNLESS OTHERWISE INDICATED****F.O.B. SHIPPING POINT****RFO. NUMBER****DATE REQUIRED****TAX CODE/ %****BASE UNIT PRICE****PRICE MULTIPLE****MEASURE**

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	ITEM NAME	DESCRIPTION	RFO. NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEASURE
THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY										
			USD DOLLAR (UNITED STATES)			09/20/05	A 0.00%		1.2000	
00001	50	PR428867 001	EKO50304 PLASTIC CONTAINER INSERTS, BLUE WHO ORDERED: D.PAIGE/757-3402			09/20/05	A 0.00%		138.0000	
00002	50	PR428867 002	EKO6050 PLASTIC CONTAINER INSERTS BLUE WHO ORDERED: D.PAIGE/757-3402			09/20/05	A 0.00%		138.0000	
***** SHIPPING AND ROUTING INSTRUCTIONS***** LESS THAN 150# - UPS CONSIGNEE BILLING IS HOW THE SHIPMENT SHOULD BE CALLED IN TO UPS NOT COLLECT INDIVIDUAL PACKAGES SHOULD WEIGH NO MORE THAN 40# OR LESS IF PRACTICAL, PLANT NUMBER MUST BE ON LABEL FOR ITEMS COLLECTIVELY WEIGHING 150# - 12,000# BELOW IF SHIPPING FROM --- USE THESE CARRIERS: MI, IN, IL, WI, OH ON, (ONTARIO) ALL OTHER STATES ALVAN MOTOR FRT U.S.F. HOLLAND CENTRAL TRANSPORT ----- OVER 12,000# ----- CALL DELPHI SAGINAW TRANSPORTA- TION DEPARTMENT FOR CARRIER DESIGNATION										



SEP. 15, 2005 8:07AM SCHAEFFER SYSTEMS INTERNATIONAL

ORIGINAL

CONTINUE PAGE 2

52103 01/15/2003

A001219 USER MELISSA L KALEYTA